

MEMORANDUM OF UNDERSTANDING
BETWEEN
COPE COMMUNITY SERVICES, INC.
AND
COCHISE COUNTY

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Cochise County, a political subdivision of the State of Arizona,, hereinafter referred to as COLLABORATOR and COPE Community Services, Inc. Insiders Program, hereinafter referred to as COPE Insiders.

A. PURPOSE:

The purpose of this MOU is to develop a framework of cooperation between COLLABORATOR, through its health department, more commonly known as the Cochise Health and Social Services Department (“CHSS”), and COPE Insiders to develop HIV Confirmatory Testing Procedures and Protocols.

B. COPE SHALL:

1. Initiate referral process for members who have a positive reactive test to COLLABORATOR for confirmatory testing and partner services.
2. Coordinate and support individual referrals to COLLABORATOR
3. Monitor patient linkage to COLLABORATOR; including total number of referrals made and total number completed.
4. Dedicate COPE Insiders staff to act as primary contact for collaboration. COPE Insiders staff will work with COLLABORATOR to improve operations and will be available to troubleshoot challenges as necessary

C. COLLABORATOR SHALL:

1. CHSS shall provide HIV Confirmatory Testing and Partner services to eligible members as allowable, and dictated, by Arizona Department of Health Services.
2. CHSS will accept referrals from COPE Insiders for services.
3. CHSS will participate in conjoint planning and coordination of care for the collaborative services under this agreement.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

2. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts COPE or COLLABORATOR from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TERMINATION. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

COLLABORATOR:

Technical:

Catherine Welch, RN
Assistant Director of Nurses
Cochise Health and Social Services
1415 Melody Lane, Bldg A
Bisbee, AZ 85603
(520) 432-9436

Authorized Official:

Mary Gomez
Director
Cochise Health and Social Services
1415 Melody Lane, Bldg. A
Bisbee, AZ 85603
(520) 432-9400

COPE:

Technical:

Veronica Soto
Celeste Canchola

Authorized Official:

Tom Donovan

5. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Each party shall be fiscally responsible for their own portion of work performed under the MOU.
6. HIPAA COMPLIANCE. The parties agree to abide by all applicable Federal and State laws/regulations addressing member confidentiality.

The Parties shall be responsible for obtaining from each member, prior to the member's participation:

- a. a signed informed consent; and
 - b. if such language is not already included in the informed consent, an authorization permitting routine disclosures necessitated by the study and permissible under applicable State and Federal law.
7. CONFLICT OF INTEREST. This agreement is subject to the provisions of A.R.S 38-511 and either party may cancel this agreement if any person significantly involved in negotiating, drafting, securing or obtaining this agreement for or on behalf of either party becomes an employee or a consultant to any other party with reference to the

subject matter of this agreement while this agreement or any extension thereof is in effect.

8. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
9. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through July 1, 2017 at which time it will expire unless extended.
10. LIABILITIES. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, or agents howsoever caused, to the extent allowed by their respective state laws.
11. THE PARTIES ACKNOWLEDGE THAT THE WORK SET FORTH IN ARTICLES B AND C IS EXPERIMENTAL IN NATURE AND NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: COLLABORATOR:

Date: _____
Chairman, Cochise County Board of Supervisors

Attest:

Date: _____
Arlethe Rios, Clerk of the Board

Approved as to form:

Date: _____
Cochise County Civil Deputy County Attorney

FOR COPE COMMUNITY SERVICES, INC. INSIDERS PROGRAM

Date: _____
Tom Donovan, CEO